**Director’s Letter of Appointment**

**(Non-Executive)**

**{$USR\_Business}**

**AND**

**{$PT2\_Contact\_FN} {$PT2\_Contact\_LN}**

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Private and Confidential

{$\_date|date\_format:"d F Y"}

{$PT2\_Contact\_FN} {$PT2\_Contact\_LN}

{$PT2\_Address1}{if !empty($PT2\_Address2)}

{$PT2\_Address2}{/if}

{$PT2\_City}, {$PT2\_State}, {$PT2\_Postcode}

by e-mail: {$PT2\_Contact\_Email}

Dear {$PT2\_Contact\_FN},

**Letter of appointment of Director**

The board of directors (Board) of {$USR\_Name}, ACN {$USR\_ACN} (**Company**) is pleased to appoint you as an independent non-executive director.

This letter sets out the main terms of your appointment. If you are unhappy with any of the terms, or need any more information, please let me know.

By accepting this appointment, you agree that this letter is a contract for services and is not a contract of employment. You also confirm that you are not subject to any restrictions which prevent you from holding office as a director.

1. Appointment
   1. Subject to the remaining provisions of this letter, your appointment shall commence on {$Comc\_Date|date\_format:"d F Y"}.
   2. Your appointment is subject to the Company's Shareholders' Agreement (as amended from time to time) and the Company's Constitution (as amended from time to time). Nothing in this letter shall be taken to exclude or vary the terms of the Shareholders' Agreement or the Constitution as they apply to you as a director of the Company.
   3. Continuation of your appointment is contingent on your continued satisfactory performance and any removal or replacement by your appointor shareholder (if any) and any relevant statutory provisions relating to removal of a director. In the event that you have an appointor shareholder and it removes you as a director, or you are retired from office or replaced by the Board or otherwise, your appointment shall terminate automatically, with immediate effect and without compensation.
   4. You may be required to serve on one or more Board committees. You will be provided with the relevant terms of reference on your appointment to such a committee. You also may be asked to serve as a non-executive director on the board of any of the Company’s subsidiaries or joint ventures. Any such appointment will be covered in a separate communication.
   5. Notwithstanding paragraph 1.1 to paragraph 1.4, the Company may terminate your appointment with immediate effect if you have:
      1. committed a material breach of your obligations under this letter;
      2. committed any serious or repeated breach or non-observance of your obligations to the Company (which include an obligation not to breach your statutory, fiduciary or common-law duties);
      3. been guilty of any fraud or dishonesty or acted in any manner which, in the Company's opinion, brings or is likely to bring you or the Company into disrepute or is materially adverse to the Company's interests;
      4. been convicted of an indictable criminal offence other than a road traffic offence for which a fine or non-custodial penalty is imposed;
      5. been declared bankrupt or have made an arrangement with or for the benefit of your creditors; or
      6. been disqualified from acting as a director.
   6. On termination of your appointment, you shall, at the Company's request, resign from your office as director of the Company and any offices you hold in any of the Company's group companies, including membership of any committee.
   7. If matters arise which cause you concern about your role, you should discuss these matters with the chairperson of the Board. If you have any concerns which cannot be resolved, and you choose to resign for that, or any other, reason, you should provide an appropriate written statement to the chairperson for circulation to the Board.
2. Time commitment
   1. You will be expected to devote such time as is necessary for the proper performance of your duties. Overall we anticipate that you will spend a minimum of {$No\_of} days a month on work for the Company. This will include attendance at monthly Board meetings, meetings with the non-executive directors and meetings with shareholders. Some of these meetings may involve interstate travel. In addition, you will be required to consider all relevant papers before each meeting. Unless urgent and unavoidable circumstances prevent you from doing so, it is expected that you will attend the meetings outlined in this paragraph.
   2. The nature of the role makes it impossible to be specific about the maximum time commitment. You may be required to devote additional time to the Company in respect of preparation time and ad hoc matters which may arise and particularly when the Company is undergoing a period of increased activity. At certain times it may be necessary to convene additional Board, committee or shareholder meetings.
   3. The overall time commitment stated in paragraph 2.1 will increase if you become a committee member or chair, or if you are given additional responsibilities, such as being appointed non-executive director on the boards of any of the Company’s subsidiaries. Details of the expected increase in time commitment will be covered in any relevant communication confirming the additional responsibility.
   4. By accepting this appointment, you confirm that, taking into account all of your other commitments, you are able to allocate sufficient time to the Company to discharge your responsibilities effectively. You should obtain the agreement of the chairperson before accepting additional commitments that might affect the time you are able to devote to your role as a non-executive director of the Company.
3. Role and duties
   1. The Board as a whole is collectively responsible for the success of the Company. The Board's role is to:
      1. provide entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;
      2. set the Company’s strategic aims, ensure that the necessary financial and human resources are in place for the Company to meet its objectives, and review management performance; and
      3. set the Company’s values and standards and ensure that its obligations to its shareholders and others are understood and met.
   2. As a non-executive director you shall have the same general legal responsibilities to the Company as any other director. You are expected to perform your duties (whether statutory, fiduciary or common law) faithfully, diligently and to a standard commensurate with the functions of your role and your knowledge, skills and experience.
   3. You shall exercise your powers in your role as a non-executive director having regard to relevant obligations under prevailing law and regulation, including the *Corporations Act 2001* (Cth).
   4. In your role as a non-executive director, you shall also be required to:
      1. constructively challenge and help develop proposals on strategy;
      2. scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
      3. satisfy yourself on the integrity of financial information and that financial controls and systems of risk management are robust and defensible;
      4. be responsible for determining appropriate levels of remuneration of executive directors and have a prime role in appointing and, where necessary, removing senior management and in succession planning;
      5. devote time to developing and refreshing your knowledge and skills;
      6. uphold high standards of integrity and probity and support the chairperson and executive directors in instilling the appropriate culture, values and behaviours in the boardroom and beyond;
      7. insist on receiving high-quality information sufficiently in advance of Board meetings;
      8. take into account the views of shareholders and other stakeholders where appropriate;
      9. make sufficient time available to discharge your responsibilities effectively;
      10. exercise relevant powers under, and abide by, the Shareholders' Agreement and the Constitution;
      11. disclose the nature and extent of any direct or indirect material interest you (or where you have been appointed by a Shareholder, that Shareholder) may have in any matter being considered at a Board or committee meeting and, except as permitted under the Shareholders' Agreement and the Constitution or otherwise approved by the other Directors, you will not vote on any resolution of the Board, or on one of its committees, on any matter where you (or the Shareholder) have any material direct or indirect interest;
      12. immediately report your own wrongdoing or the wrongdoing or proposed wrongdoing of any employee or other director of the Company of which you become aware to the Board;
      13. exercise your powers as a director in accordance with the Company's policies and procedures; and
      14. not do anything that would cause you to be disqualified from acting as a director.
   5. Unless the Board specifically authorises you to do so, you shall not enter into any legal or other commitment or contract on behalf of the Company.
   6. You shall be entitled to request all relevant information about the Company's affairs as is reasonably necessary to enable you to discharge your responsibilities as a non-executive director.
4. Fees and expenses
   1. You shall be paid an annual fee of {$Fees\_Amt|currency\_format:"$"}, which shall be paid in equal instalments quarterly in arrears after deduction of any taxes and other amounts that are required by law, subject to periodic review by the Board. This fee covers all duties, including service on any Board committee or Company subsidiary. {if $PAYQ=="yes"}You shall also be paid a further fee of {$Fees\_Amt2|currency\_format:"$"} for taking on the role of chairperson of the Board payable in equal instalments quarterly in arrears after deduction of any taxes and other amounts that are required by law, and which shall be subject to periodic review by the Board.{/if}
   2. The Company shall reimburse you for all reasonable and properly documented expenses that you incur in performing the duties of your office.
   3. On termination of your appointment, you shall only be entitled to such fees as may have accrued to the date of termination, together with reimbursement in the normal way of any expenses properly incurred before that date.
5. Independent professional advice

In some circumstances you may consider that you need professional advice in the furtherance of your duties as a director and it may be appropriate for you to seek advice from independent advisers. Such advice may be obtained at the Company’s expense, subject to Board approval.

1. Outside interests
   1. You have already disclosed to the Board the significant commitments you have outside your role in the Company. You must inform the chairperson in advance of any changes to these commitments. In certain circumstances, you may have to seek the Board's agreement before accepting further commitments which either might give rise to a conflict of interest or a conflict with any of your duties to the Company, or which might impact on the time that you are able to devote to your role at the Company.
   2. It is accepted and acknowledged that you have business interests other than those of the Company and have declared any conflicts that are apparent at present. If you become aware of any further potential or actual conflicts of interest, these should be disclosed to the chairperson and company secretary as soon as you become aware of them and again you may have to seek the agreement of the Board.
2. Confidentiality
   1. You acknowledge that all information acquired during your appointment is confidential to the Company and should not be released, communicated or disclosed to third parties or used for any reason other than in the interests of the Company, either during your appointment or following termination (by whatever means), without prior clearance from the Board. This restriction shall cease to apply to any confidential information which may (other than by reason of your breach) become available to the public generally.
   2. You acknowledge the need to hold and retain Company information (in whatever format you may receive it) under appropriately secure conditions.
   3. Nothing in this paragraph 7 shall prevent you from disclosing information:
      1. which you are entitled to disclose by law, provided that the Board has been provided with prior written notice and the opportunity to oppose such disclosure;
      2. to {$USR\_Business} and its Representatives, and to the executives of the Related Bodies Corporate (as defined in the *Corporations Act 2001* (Cth)), strictly on a "need to know" basis and prior to the disclosure, you notify the party of the confidential nature of the information to be disclosed.

For the purposes of this clause 7.3 Representatives means an officer, employee, auditor, banker or professional adviser of {$USR\_Business}.

1. Review process

The performance of individual directors and the whole Board and its committees is evaluated annually. If, in the interim, there are any matters which cause you concern about your role you should discuss them with the chairperson as soon as you can.

1. Insurance and indemnity
   1. The Company has directors’ and officers’ liability insurance and it intends to maintain such cover for the full term of your appointment. A copy of the policy document is available from the Board.
   2. The Company shall grant you a deed of indemnity against certain liabilities that may be incurred as a result of your office to the extent permitted by the *Corporations Act 2001* (Cth).
2. Changes to personal details

You shall advise the company secretary promptly of any change in your address or other personal contact details.

1. Return of property

On termination of your appointment with the Company however arising, or at any time at the Board's request, you shall immediately return to the Company all documents, records, papers or other property belonging to the Company, or any company in the Company's group, which may be in your possession or under your control, and which relate in any way to the Company's, or a group company's, business affairs and you shall not retain any copies thereof.

1. Moral rights

You hereby irrevocably waive any moral rights in all works prepared by you, in the provision of your services to the Company, to which you are now or may at any future time be entitled under Copyright Act 1968 (Cth) or any similar law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agree not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such works or other materials, infringes your moral rights.

1. Post-termination restriction

By countersignature of this letter and in consideration for the fees payable to you under the terms of this letter, you agree that, in order to protect the confidential information, trade secrets and business connections of the Company, and each company in the Company's group, to which you have access as a result of your appointment, you will not (without the previous consent in writing of the Company), for the period of 6 months immediately after the termination of your appointment:

* + 1. consent to any appointment as a director of any company that is operating a business which is similar to or which is (or intends to be) in competition with any business being carried on by the Company, or any company in the Company's group: or
    2. employ, solicit or entice away from the Company, or any company in the Company's group an officer, manager, consultant or employee of the Company, or any company in the Company's group or a person who was an officer, manager, consultant or employee of the Company, or any company in the Company's group in the 12 months before the termination of your appointment.

1. Personal Information
   1. By signing this letter you consent to the Company holding and processing personal information (as defined in the *Privacy Act 1988 (*Cth)) about you for legal, personnel, administrative and management purposes.
   2. You consent to the Company making such information available to any of its group companies, those who provide products or services to the Company, or any company in the Company's group, (such as advisers and payroll administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company.
2. Third party rights

No one other than you and the Company shall have any rights to enforce the terms of this letter.

1. Entire agreement
   1. This letter, and any document referred to in it, constitutes the entire terms and conditions of your appointment and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and the Company, whether written or oral, relating to its subject matter.
   2. You agree that you shall have no remedies in respect of any representation, assurance or warranty (whether made innocently or negligently) that is not set out in this letter and you shall not have any claim for innocent or negligent misrepresentation based on any statement in this letter.
2. Variation

No variation of this letter shall be effective unless it is in writing and signed by you and the Company (or respective authorised representatives).

1. Governing law and jurisdiction

Your appointment with the Company and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the {$REF\_State} and you and the Company irrevocably agree that the courts of the {$REF\_State} shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this appointment or its subject matter or formation (including non-contractual disputes or claims).

Please indicate your acceptance of these terms by signing and returning the attached copy of this letter.

Yours sincerely,

{$USR\_Signatory\_FN} {$USR\_Signatory\_LN}   
**{$USR\_Signatory\_Role}**

For and on behalf of **{$USR\_Name}**

I confirm and agree to the terms of my appointment as a non-executive director of {$USR\_Name} as set out in this letter.

.................................................  
{$PT2\_Contact\_FN} {$PT2\_Contact\_LN}

Date:

{$DISPLAY\_NAME} {$DISPLAY\_EMAIL} {$Login\_ID}